

"EXHIBIT A"

PRICING

BUILDING GLASS REPLACEMENT

Item No.	Quantity/Unit	Item Description	Unit Price	Total Price
1.	100 SF Estimated	Tempered Safety Glass per the specifications - Scope of Services Item 1.2, page 8.	\$ <u>5.00</u> ⁴	\$ <u>500.00</u> ←
2.	100 SF Estimated	Laminated Safety Glass per the specifications - Scope of Services Item 1.3, page 8.	\$ <u>6.00</u>	\$ <u>600.00</u> ←
3.	500 SF Estimated	Clear Float Glass per the specifications - Scope of Services Item 1.4, page 8.	\$ <u>2.00</u>	\$ <u>1000.00</u>
4.	500 SF Estimated	Insulated Glass per the attached specifications - Scope of Services Item 1.5, page 8.	\$ <u>5.00</u>	\$ <u>2500.00</u>
5.	10 EA Estimated	Minimum service call per the attached specifications - Scope of Services, page 8.	\$ <u>60</u>	\$ <u>600</u>
6.	Additional charge for a multi-floor building for service calls which may be required.		\$ <u>75</u> per floor	
7.	Charge for service call that may be required on weekends or holidays.		\$ <u>95</u>	
8.	Charge for rental equipment.		\$ <u>20%</u> above invoiced amount for equipment	

Glass On Wheels
 Name of Company
Alfred Sigala 7-19-04
 Signature Date
Manager
 Title

SCOPE OF WORK
RFB #0013-05-AT
BUILDING GLASS REPLACEMENT

1. SCOPE OF SERVICES

- 1.1 The Bernalillo County Purchasing Department is requesting sealed bids for the establishment of a price agreement for Building Glass Replacement services for various Bernalillo County Facilities. The purpose of this agreement will be to provide work "On Demand" and respond to emergencies for miscellaneous repairs, replacements, additions and new installations that may be covered by this contract. The County reserves the option to make multiple awards if it is determined to be in the best interest of the County. The following Specifications, Terms and Conditions shall define the minimum acceptable quality of Building Glass Replacement to be provided by awarded contractors as a result of this solicitation.
- 1.2 The contractor shall provide all labor and material to install tempered safety glass. Unit price to be based on estimated quantities. (Shall meet the quality and strength requirements of Federal Specifications DD-G1403B and the safety criteria on ANSI 297.1-1975 and Federal Standard 16CFR 1201, and shall be tempered by the manufacturer of the base glass.)
- 1.3 The contractor shall provide all labor and material to install laminated safety glass. Unit price to be based on estimated quantities. (Shall meet the quality and strength requirements of Federal Specifications DD-G1403B and the safety criteria on ANSI 297.1-1975 and Federal Standard 16CFR 1201, and shall be tempered by the manufacturer of the base glass.) **NOTE: Vendor to specify block size.**
- 1.4 The contractor shall provide all labor and materials to install clear float glass. Unit price to be based on estimated quantities. (Quality of float glass shall meet the requirements of Federal Specification FGMA Specification ASTM-1036.)
- 1.5 The contractor shall provide all labor and material to install insulated glass. Unit price to be based on an estimated quantity. (Glass shall meet the quality criteria of Federal Specification FGMA Specification ASTM-1036.)

2. VENDOR QUALIFICATION

Contractors must be professional firms with at least two (2) years experience in providing comprehensive high quality Building Glass Replacement services. **All services provided, as a result of this solicitation must be performed to the highest industry standards.** Services provided as a result of this solicitation must be comprehensive and must place the building glass replaced in first class condition, suitable for the original intended purpose.

3. SERVICE REQUIREMENT

- 3.1 Contractor shall furnish labor, miscellaneous parts, equipment, tools, transportation, if required, and other miscellaneous services.
- 3.2 The Contractor shall provide an estimate in written form and will obtain a written approval by the ABCR before initiating any work.
- 3.3 Contractor shall provide qualified technicians to perform the required duties as directed by the ABCR. Contractor shall be able to provide 24-hours a day service and shall provide a two-hour on site response time 7 days a week 24 hours a day.
- 3.4 All work required to correct any problems diagnosed by the Contractor shall be approved by the ABCR assigned to the task, prior to work being performed. Contractor must be able to respond to multiple services and shall work until each job is completed.

- 3.5 The ABCR shall approve the removal of all building materials. Contractor shall remove from the building / grounds and dispose of all, defective materials in performance of the service and in strict accordance with all applicable rules, regulations, codes, laws, ordinances, statutes, etc. Contractor shall leave the work area clean and free of debris and contractor's equipment to the satisfaction of the ABCR. Any equipment that is to be serviced is located above a furniture, the furniture and the floor area shall be covered prior to commencing work
- 3.6 Contractor shall repair, or replace items damaged by the Contractors employees or its subcontractor(s) during the performance of the service to the satisfaction of ABCR at no additional cost.

4 PERFORMANCE WARRANTY

The Contractor shall guarantee all work performed under this agreement, for a minimum of one year from completion, against any defects in workmanship, material or equipment and shall satisfactorily correct at no additional cost.

5 MATERIAL WARRANTY

Parts furnished under this agreement shall be new first grade glass of the highest quality, not rebuilt or refurbished, and shall be the most current model, as offered to commercial trade, and shall be quality material. Contractor will provide verification that **NO USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, RECONDITIONED OR DISCONTINUED MODELS OR MATERIALS WILL NOT BE ACCEPTED**. The warranty period for Contractor provided materials shall be for a period of one year after completion of the service or within the manufacturer's warranty, whichever is later. Contractor shall provide the authorized ABCR with all manufacturers' warranty documents upon completion of installation.

6. GENERAL WARRANTY

All parts and labor furnished, as a result of this solicitation shall be warranted against defects for one (1) year from date of acceptance. Warranty repairs / adjustments shall include all parts and labor. Contractor must complete warranty repairs within five (5) working days of notification. Continued failure to meet this requirement may be cause for contract suspension or contract termination and will be back charged for repairs, adjustments, parts and labor after work has been completed.

7 INVOICE PRICING

Upon completion of repairs, invoice pricing shall be the total of all parts, labor, and materials, and invoiced within (2) two weeks. If estimate does not match invoice, Contractor shall provide documentation to explain increase. Additional invoicing for missed parts, labor and materials after the job has been completed will not be accepted.

- **Materials and Equipment Rental** shall be billed at the cost stated in the Contractor's quotation. In order to be paid for Parts / Materials, all items and their costs must appear in the Contractors quotation for the job.
- **Labor** shall be billed at the hourly rate stated in Section 1 of this contract. Overtime, Weekend and Holidays rates will be allowable in emergencies and with prior approval of the ABCR.
- **Taxes** Bernalillo County holds a Class 9 Non-Taxable Transaction Certificate (NTTC) and is exempt from payment of taxes on tangible personal property. An NTTC will be issued on request. This does not apply to services or to materials that become part of a construction project. The contractor is responsible for payment of all New Mexico Gross Receipt taxes and any other taxes due as a result of this work. Tax rates will fluctuate as required by law and will be shown as separate amount on each billing or request for payment.

8 EMERGENCY SERVICE

The contractor may be required to perform emergency repairs at times other than regular working hours. The contractor shall be available to perform emergency work on a twenty-four-- (24) hour, seven days per week basis. Emergency service is defined as work performed before 7:00 a.m. and after 5:00 p.m. M-F and between 5:00 p.m. Friday through 7:00 a.m. Monday. Emergency service calls require 2-hour minimum on site response time and will be billed at the after hour and weekend rate.

9 OSHA/SAFETY STANDARDS

- 9.1 The contractor shall comply with OSHA 29 CFR 1910 "Standards for General Industry", 29 CFR 1926 "Standards for Construction Industry" when appropriate, and other applicable Federal, State, Local and Bernalillo County Safety and Health Requirements. The Contractor shall provide to Bernalillo County, when requested by the ABCR: (a) Written documentation which identifies all hazardous materials that will be used on the work site; (b) A written and signed statement by insurance carrier stating that the Contractor is in compliance with OSHA 29 CFR 1910.1200, Hazard Communication Standard, and (c) A written "Site Safety Plan" outlining what precautions and protective measures the Contractor shall take to lessen any hazardous exposures to the Contractor's employees as well as other individuals working or visiting the County Facility or work site; (i.e. County, State, City, Federal or Public school employees, private citizens, etc.)
- 9.2 Contractor shall provide all equipment and tools appropriate for the type of work to be performed and shall be well maintained, calibrated, and in proper working order before use in the performance of the service in accordance with 1926.300 "Tools - Hand and Power" General Requirements
- 9.3 Contractor shall, prior to commencing work, thoroughly examine and become familiar with the system(s) and associated facilities to ensure the service can be completed in an orderly and safe manner. Contractor shall maintain a safe work environment at all times. Contractor shall report immediately to ABCR the existence of unsafe condition(s), which will compromise the performance of the service.

10 SECURITY REQUIREMENTS

Due to the nature of the locations of some of the buildings to be serviced at locations (i.e., Juvenile Detention Center, Bernalillo County Court House, Emergency Communication Center), contractor's personnel may be subject to searches or other required security procedures.

11 TERM OF CONTRACT

This Agreement shall become effective upon the date of final execution of the Agreement and shall continue for a four (4) year period unless terminated by either party pursuant to the termination provisions contained in this Agreement. The Contract Agreement shall not exceed a four (4) year term.

12 BASIS OF AWARD

- 12.1 The bid shall be awarded to all responsive and responsible bidder(s) whose bid meets specifications and all other requirements. You may bid on either or all of the categories. Award of contracts will be based upon your bid pricing and qualifications. The County intends to award multiple contracts to the lowest responsive bidders, predicated upon a review of the bids received and the County's evaluation of those bidders qualifications to provide services on a scale consistent with the County's needs. More than one (1) contract may be awarded in either category if doing so is considered to be in the best interest of the County.
- 12.2 The County's Insurance Company may seek an Independent Damage Appraisal by a certified Damage Appraisal Company on any Building Glass Replacement over \$500. The Contractor has the option to accept the County's Independent Damage Appraisal and make the replacement according to the price indicated on the appraisal.

13 COMPLETION OF WORK

The Contractor must make the replacement of glass within a twenty-four (24) hour period. If glass / materials need to be ordered, the building must be secured until the glass replacement can be completed. Each job must be completed within the accepted and mutually agreed upon maximum completion time by ABCR.

14 COMPLETION TIME EXTENSIONS

Extension(s) of completion time may be granted by the County in cases of circumstances beyond the Contractors control, including but not limited to: Strikes, Acts of God, etc., if legitimate. Any extensions of completion time must be approved in writing by the authorized County representative. A record of frequent failure to complete work within the accepted and mutually agreed upon completion times will be grounds for cancellation of contract.

15 RIGHT TO INSPECT

The County reserves the right to inspect a County building during replacement of glass.

16 RIGHT TO AUDIT

The County reserves the right to audit invoices (and all other Contractor's records related to the contract) for time and labor charges, costs, markup and additional items indicative of contract compliance. Audits will be at the County's discretion and books and records must be available within 48 hours of request.